

3. The Court shall retain jurisdiction over any and all matters arising from or related to the implementation or interpretation of the Stipulation or this Order.

Signed: August 27, 2019



DAVID R. JONES
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Stipulation

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

	X	
	:	
In re	:	Chapter 11
	:	
IGNITE RESTAURANT GROUP INC., et al.,¹	:	Case No. 17-33550
	:	
	:	Jointly Administered
Debtors.	:	
	X	

STIPULATION BY AND BETWEEN GUC TRUSTEE AND JUANA MOYA AND JUAN MOYA ALLOWING PROOF OF CLAIM #1075

This stipulation (the “Stipulation”) is made by and between Drivetrain, LLC, in its capacity as Trustee (the “GUC Trustee”) of the Ignite Restaurant Group GUC Trust (the “GUC Trust”) and Juana Moya and Juan Moya (together, “Claimant” and together, with the GUC Trust, the “Parties”).

RECITALS

A. WHEREAS, on June 6, 2017 (the “Petition Date”), each of the above-captioned debtors (collectively, the “Debtors”) filed a voluntary petition with this Court under chapter 11 of title 11 of the U.S. Bankruptcy Code (the “Bankruptcy Code”), thereby commencing the bankruptcy cases that are being jointly administered under the case styled as *In re Ignite Restaurant Group Inc.*, Case No. 17-33350, which is pending in the U.S. Bankruptcy Court for the Southern District of Texas, Houston Division (the “Bankruptcy Court”). No trustee or examiner has been appointed in these cases.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number (if any), are: Ignite Restaurant Group, Inc. (1359); Ignite Restaurant Group – RSC LLC (1791); Joe’s Crab Shack, LLC (4189); Joe’s Crab Shack – Redondo Beach, Inc. (5107); BHTT Entertainment, LLC (9818); Ignite Restaurants – New Jersey, LLC (5907); Joe’s Crab Shack – Maryland, LLC (5297); Joe’s Crab Shack – Anne Arundel MD, LLC (9318); Brick House Development, LLC (2944); JCS Monmouth Mall – NJ, LLC (3509); JCS Development, LLC (4235). The Debtors’ service address is: 10555 Richmond Avenue, Houston, Texas 77042.

B. WHEREAS, on November 29, 2017, the Court confirmed the Plan and on December 1, 2017, entered the *Findings of Fact, Conclusions of Law, and Order Confirming the Debtors' Joint Chapter 11 Plan as of September 18, 2017* (the "Confirmation Order") [Docket No. 967]. The Plan became effective on December 19, 2017 (the "Effective Date"). See Docket No. 1031.

C. WHEREAS, on or about September 5, 2017, Claimant filed proof of claim #1075 ("Claim 1075") as an unliquidated personal injury, general unsecured claim in the total amount of \$250,000.00.

D. WHEREAS, the GUC Trustee and Claimant have agreed to address Claim 1075 on the terms and conditions set for in this Stipulation as follows:

STIPULATION

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE PARTIES HEREBY AGREE AND STIPULATE AS FOLLOWS:

1. Treatment of Claim 1075. Claim 1075 shall be allowed as a general unsecured, non-priority claim in the total amount of \$225,000.00. Claimant shall not have any other claims, whether filed or not filed, scheduled or not scheduled, against the Debtors' estates or against the GUC Trust and shall not receive any distribution from the GUC Trust, except for Claim 1075. Claimant shall not, in the future, assert any other claims against the Debtors' estates or the GUC Trust. For the avoidance of doubt, to the extent there are any other claims filed by, or scheduled in favor of, Claimant that are not listed in this Stipulation, it is the intention of the Parties by entering into this Stipulation to disallow in full and expunge from the claims register any and all claims in favor of Claimant against the Debtors' estates and the GUC Trust. Any distribution on account of Claim 1075 will occur as and when other general unsecured creditors receive a distribution.

2. Approval of Stipulation. This Stipulation is subject to, and conditioned upon, Bankruptcy Court approval. If the Bankruptcy Court does not approve the Stipulation, each of the Parties shall be returned to their position status quo ante, and the Parties reserve all of their respective rights, claims and defenses with respect to all of the matters set forth herein.

3. Attorneys' Fees, Costs and Expenses. Each of the Parties shall be responsible for its respective costs and expenses (including, without limitation, attorneys' fees) incurred by it in negotiating, drafting, and executing this Stipulation and shall not be responsible for the payment of any such fees or costs incurred by any other party hereto.

4. Successors and Assigns. This Stipulation shall be binding upon, and shall inure to the benefit of each of the GUC Trustee, the GUC Trust, and Claimant, and its, his, and their respective agents, employees, representatives, assigns, descendants, heirs, personal representative, successors in interest, and attorneys, and shall be binding and effective despite any conversion of any of these bankruptcy cases to a case under any other chapter of the Bankruptcy Code.

5. No Assignment. Each of the Parties represents and warrants that it has not assigned or transferred any released matter or any right to consideration provided pursuant to this Stipulation.

6. No Admission of Liability. The execution of this Stipulation is not, and may not be construed or portrayed as, an admission of liability by any Party or as an admission of the value or lack thereof of any claim or right held by any Party.

7. Counterparts. This Stipulation may be signed in counterparts, and a copy of a signature shall be deemed to be an original.

8. Entire Agreement. This Stipulation constitutes the entire agreement between the Parties and may not be amended or modified in any manner except by a writing signed by each of the Parties or their counsel and approved by the Bankruptcy Court.

9. Applicable Law. This Stipulation shall be governed by and construed in accordance with the laws of the State of Texas without regard to any law concerning the conflicts of laws.

10. Party Representations. Each Party and signatory to this Stipulation represents and warrants to the other that it is authorized to enter into this Stipulation and did so knowingly and voluntarily.

11. Continuing Bankruptcy Court Jurisdiction. The Bankruptcy Court shall retain exclusive jurisdiction to hear and finally determine all disputes arising from or related to this Stipulation, including the performance of the Parties' obligations hereunder. The Parties consent to the Bankruptcy Court hearing and finally determining all such disputes. Further, the Parties each agree to waive trial by jury in an action, proceeding, or counterclaim brought by or on behalf of the Parties hereto with respect to Claim 1075 or any such dispute.

IT IS SO STIPULATED:

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-and-

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